
	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment		ASSISTANCE ID NO.			DATE OF AWARD 05/26/2011
			PRG	DOC ID	AMEND#	
			V - 98568704 - 6			MAILING DATE 06/02/2011
			TYPE OF ACTION Revision: Scope & Increase			
RECIPIENT TYPE: State		Send Payment Request to: Las Vegas Finance Center			ACH# 50282	
RECIPIENT: Ohio Environmental Protection Agency P.O. Box 1049 Columbus, OH 43216-1049 EIN: 31-1334820		PAYEE: Ohio Environmental Protection Agency P.O. Box 1049 Columbus, OH 43216-1049				
PROJECT MANAGER Tiffani Kavalec P.O. Box 1049 Columbus, OH 43216-1049 E-Mail: Tiffani.Kavalec@epa.state.oh.us Phone: 614-644-3538		EPA PROJECT OFFICER Glynis Landers 77 West Jackson Blvd., SM-7J Chicago, IL 60604-3507 E-Mail: Landers.Glynis@epa.gov Phone: 312-886-1816		EPA GRANT SPECIALIST Donna Stingley Assistance Section, MC-10J E-Mail: Stingley.Donna@epa.gov Phone: 312-353-1677		
PROJECT TITLE AND EXPLANATION OF CHANGES Ohio EPA Management Assistance Cooperative Agreement This Cooperative Agreement provides funds to support remedial activities occurring after the Site Assessment process has been completed. Some of these actions include support activities from listing sites on the National Priority List (NPL) and non NPL and support the state in its role through the NPL De-listing. Increase of Funds (Supplemental); Time Extension (Amendment) This amendment adds supplemental funding and extends the budget and project periods to 3/31/2012.						
BUDGET PERIOD 04/01/2009 - 03/31/2012		PROJECT PERIOD 04/01/2009 - 03/31/2012		TOTAL BUDGET PERIOD COST \$745,462.00	TOTAL PROJECT PERIOD COST \$745,462.00	
NOTICE OF AWARD Based on your application dated 05/03/2011, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$76,000. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$586,252. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.						
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507			ORGANIZATION / ADDRESS U.S. EPA, Region 5 Superfund Division 77 West Jackson Blvd., S-6J Chicago, IL 60604-3507			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY						
SIGNATURE OF AWARD OFFICIAL Digital signature applied by EPA Award Official		TYPED NAME AND TITLE Cyndy Colantoni, Associate Director for Resources Management		DATE 05/26/2011		
AFFIRMATION OF AWARD BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION						
SIGNATURE 		TYPED NAME AND TITLE Scott J. Nally, Director		DATE 6/15/11		

EPA Funding Information

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 510,252	\$ 76,000	\$ 586,252
EPA In-Kind Amount	\$ 0	\$	\$ 0
Unexpended Prior Year Balance	\$ 0	\$	\$ 0
Other Federal Funds	\$ 0	\$	\$ 0
Recipient Contribution	\$ 0	\$	\$ 0
State Contribution	\$ 0	\$	\$ 0
Local Contribution	\$ 0	\$	\$ 0
Other Contribution	\$ 0	\$	\$ 0
Allowable Project Cost	\$ 510,252	\$ 76,000	\$ 586,252

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.802 - Superfund State Political Subdivision and Indian Tribe Site Specific Cooperative Agreements	CERCLA: Sec. 104(d)(1)	40 CFR PTS 31 & 35 SUBPT O

[illegible]

Budget Summary Page: Ohio EPA Management Assistance CA

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$458,166
2. Fringe Benefits	\$148,975
3. Travel	\$15,250
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$2,764
7. Construction	\$0
8. Other	\$18,562
9. Total Direct Charges	\$643,717
10. Indirect Costs: % Base <u>See Table B</u>	\$101,745
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$745,462
12. Total Approved Assistance Amount	\$745,462
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$76,000
15. Total EPA Amount Awarded To Date	\$586,252

Approved Indirect Cost Rates

Table B - Program Element Classification (Non-construction)	Total Approved Allowable Budget Period Cost
1. 17.64% Salary & Fringe--Valid 7/1/08-6/30/09	\$
2. 15.67% Salary & Fringe--Valid 7/1/09-6/30/10	\$
3. 15.67% Salary & Fringe--Valid 7/1/10-6/30/11	\$
4. 16.77% Salary & Fringe--Valid 7/1/11-6/30/12	\$
5.	\$
6.	\$
7.	\$
8.	\$
9.	\$
10.	\$
11. Total (Share: Recip % Fed %)	\$
12. Total Approved Assistance Amount	\$

Administrative Conditions

The following Administrative Term and Condition has been updated :

18. UNLIQUIDATED OBLIGATIONS - INTERIM FFR - PART 31 RECIPIENTS

Submission of interim Federal Financial Reports

Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit an annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the end of the reporting quarter.

The following reporting period end dates shall be used for interim reports: 3/31.

At the end of the project, the recipient must submit a final Federal Financial Report to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at <http://www.epa.gov/ocfo/finservices/forms.htm> . All FFRs must be submitted to the Las Vegas Finance Center: US EPA, LVFC, PO Box 98515, Las Vegas, NV 89193, or by Fax to: 702-798-2423.

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 31.43 if the recipient does not comply with this term and condition.

The following Administrative Terms and Conditions have been added :

20. FISCAL YEAR 2011 ACORN FUNDING RESTRICTIONS

Congress has prohibited EPA from using its FY 2011 appropriations to provide funds to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries. None of the funds provided under this agreement may be used for subawards/subgrants or contracts to ACORN or its subsidiaries. Recipients should direct any questions about this prohibition to their EPA Grants Management Office

21. PARTIAL OBLIGATION

This action approves the workplan and anticipated total budget of **\$745,462** proposed in the application dated **May 3, 2011**. The total federal funds obligated, in the amount of **\$586,252** represent less than the full federal share, **\$745,462** of the anticipated total budget. Subject to appropriations and availability of federal funds, the balance of the federal share will be awarded at a later date. However, should additional federal funds be unavailable due to budget cuts U.S. EPA has continued to experience or if reductions of obligated amounts be required, the federal and nonfederal shares as well as the approved workplan will be adjusted accordingly in a future agreement amendment.

All Other Administrative Terms and Conditions Remain the Same

Programmatic Conditions

The Following Programmatic Terms and Conditions have been Updated :

1. **Authority:** All activities conducted under this Cooperative Agreement shall be consistent with the revised National Contingency Plan (NCP), 40 CFR 300, dated December 23, 1988, (53 Federal Register 51962).

The CAR acknowledges that this Cooperative Agreement has been entered into pursuant to the following authorities and the CAR agrees to comply with the applicable requirements contained in such authorities:

- (a) Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., as amended "CERCLA").
- (b) 31 U.S.C. Section 6301 et seq.

2. **Substantial Involvement:** EPA will be substantially involved with the CAR during the performance of the project. Substantial involvement includes EPA review and approval of activities undertaken with funds provided under this Agreement. Notwithstanding EPA's substantial involvement, the CAR remains responsible for complying with all of the terms and conditions of this Agreement and with federal law, regulations, and policy applicable to this Agreement.

3. **Amendments:** Any change in this Cooperative Agreement must be agreed to by both parties in writing.

4. **Budget:** In accordance with 40 CFR §31.40(d), the CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan

5. **Confidentiality of Documents:** The CAR will make best efforts to retain information generated under this award and designated as confidential by EPA as confidential under applicable state law. EPA will make best efforts to retain information under this award and designated as confidential by the CAR as confidential under applicable federal law. If the CAR and/or EPA cannot retain these documents as confidential, they should inform the other party so that other arrangements relating to this work can be made.

6. **1 Year Term:** The Cooperative Agreement (CA) is intended to cover a 1 year time frame and an estimated 1 year funding amount unless an existing CA has been extended. The work plan approved to date contains work for the project period of [April 1, 2011 to March 31, 2012.] The CAR shall submit a work plan with a detailed budget and description of work for the period of [April 1, 2012, to March 31, 2013] to EPA no later than January 15, 2012.

7. **Semi-Annual Reporting:** Semi-Annual technical performance reports must be submitted within 30 days following the end of each six month period. A final technical performance report must be submitted 90 days after then of the budget and project periods. All technical performance reports must be submitted to the EPA Project Officer.

Environmental Results – Recipient Performance Reporting: As stated in the Government Performance Results Act (EPA Order 5700.7). The CAR is responsible for reporting outcomes and results accomplished as a part of this cooperative agreement.

Reporting requirements are specified in 40 CFR Parts 31 and 35. Each report submitted by the CAR will contain the following:

- An explanation of work accomplished (outputs and outcomes) established in the reporting period,
- Reasons, if any, why anticipated outputs/outputs were not met and a description of the corrective measures which are planned.
- A comparison of the percentage of the project completed to the project schedule, and an explanation of significant discrepancies.
- A comparison of the estimated funds spent to date to the planned aggregated expenditures and an explanation of significant discrepancies.
- An estimate of the time and funds needed to complete the work required in the cooperative agreement, a comparison of that estimate to the time and funds remaining, and justification for any increase.
- Other pertinent information, including, when appropriate, analysis and explanations of cost overruns or high unit costs.

8. **Sufficient Progress:** If EPA determines that the CAR has not made sufficient progress in implementing project activities, EPA may terminate the assistance agreement for failure of the CAR to make sufficient progress so as to reasonably ensure completion of the work plan activities within the project period. EPA will measure sufficient progress by examining the performance required under the work plan, in conjunction with the funds drawn down and the time lapsed. Sufficient progress is indicated by the CAR having demonstrated a variety of activities that may include, but is not limited to, make recommendations and concur on decision documents, participation in conference calls and attendance at meetings and site visits. The CAR will report on sufficient progress in their progress reports. If sufficient progress is not being made by the CAR, the reason why must be provided in the progress report.

9. **Food and Refreshment:** Unless the event(s) are specified in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- (2) A description of the purpose, agenda, location, length and timing for the event.
- (3) An estimated number of participants in the event and a description of their roles.

Recipients may address questions about whether costs for light refreshments, and meals for events are allowable to the recipient's EPA Project Officer. However, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.11)